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**Tarrant County Texas** 

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## CORRECTION TO OIL AND GAS LEASE

(As to Land Description)

State: County: **Texas** 

**Tarrant** 

Lessor:

Eric McDaniel

Lessee:

XTO Energy Inc.

Effective Date:

July 11, 2008

Lessee, named above, is the present owner of the Oil and Gas Lease (the "Lease") dated July 11, 2008, executed by Lessor, named above, in favor of Lessee, named above, recorded in Document No. 208304349 of the Deed Records of the county and state named above. Since the execution and recording of the Lease, it has been discovered that the description of the lands contained in the Lease is incorrect. Lessor and Lessee desire to correct the land description in the Lease to accurately identify the lands covered by the Lease.

For adequate consideration, Lessor and Lessee acknowledge and agree that the description of the lands covered by and subject to the Lease is corrected so that the Lease covers the following lands located in the county and state named above (the "Corrected Lands"):

0.150 acres, more or less, out of the Isaac Bowman Survey, Abstract No. 173, and being Lot 7, Block K, of Mirabella Village Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the Map or Plat thereof Recorded in Cabinet A, Slide 6470, or the Plat Records, Tarrant County, Texas, and being those same lands more particularly described in a Special Warranty Deed with Vendor's Lien dated December 16, 2004 from Home & Note Solutions, Inc., to Eric McDaniel, recorded in Document # D204399041, Deed Records, Tarrant County, Texas, and amendments thereof, including streets, easements and alleyways adjacent thereto, and any riparian rights.

For adequate consideration, Lessor and Lessee acknowledge and agree that the description of the lands covered by and subject to the Lease is corrected so that the Lease covers the following lands located in the county and state named above (the "Corrected Lands"):

For adequate consideration, Lessor and Lessee acknowledge and agree that the description of the lands covered by and subject to the Lease is corrected so that the Lease covers the following lands located in the county and state named above (the "Corrected Lands"):

In conjunction with this correction of the land description, Lessor ratifies, adopts, and confirms the Lease, as corrected, and grants, leases, and lets to Lessee and Lessee's successors and assigns the Corrected Lands for the purposes and upon the terms, conditions, and provisions contained in the Lease.

This correction to the Lease shall be binding for all purposes on Lessor and Lessee and their respective heirs, personal representatives, successors, and assigns.

This Correction is signed by Lessor and Lessee as of the date of the acknowledgment below, but is effective for all purposes as of the Effective Date stated above.

STATE OF TEXAS

**COUNTY OF TARRANT** 

This instrument was acknowledged before me on this 10 day of September, 2008, by

Eric N

